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13 March 1951

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Gentlemen:

This letter will confirm our agreement effective on this date for your services to study and recommend on accounting and auditing responsibilities, practices, and systems of the Central Intelligence Agency. The extent of the services expected of you will be determined in more detail by discussions between representatives of your firm and representatives of CIA. Your total compensation, including reimbursement for expenses, shall not exceed \$10,000 except as may be agreed upon in writing by CIA.

The following basis of compensation or reimbursement will be used:

1. Professional Services:

Partners or Principals	\$20.00 per hour
Supervisors	10.00 per hour
Seniors	7.50 per hour
Assistants	5.00 per hour
Typing and Checking	2.00 per hour

2. Rail and Air Transportation

Rail and air transportation will be reimbursed upon certification of trips and amounts.

3. Other Out-of-Pocket Expenses.

Expenses for subsistence, telegrams, telephone calls, and other actual and necessary expenses incurred while absent from your normal place of business as requested by CIA and en route thereto and therefrom will be reimbursed to you on submission of accounts satisfactory to CIA.

4. Expenses covered by paragraphs 2 and 3 above and incurred by you while travelling for CIA and other clients will be apportioned on an equitable basis.

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COPY5. Billing and Payment

You have the option of billing CIA either at the completion of your assignment or at intervals chosen by you. You will be paid upon submission of properly certified invoices or vouchers acceptable to CIA.

All papers and data called for by this agreement shall become the property of CIA and shall be available for inspection by, and shall be delivered to CIA, whenever requested by the Contracting Officer signing this letter agreement, or his duly authorized representative. Neither this contract nor any interest therein, nor any claims hereunder, shall be assignable.

It is understood that disclosure of information related to the work hereunder to any person not entitled to receive it, or failure to safeguard all top secret, secret, confidential, and restricted matter that may come to you or any person under your control in connection with this agreement may subject you, your agents, and employees to criminal liability under the laws of the United States (Act of June 25, 1948, c.645, 62 Stat. 862 as amended).

You agree to conform to all security regulations and requirements of CIA. Except as CIA may otherwise authorize you agree not to permit any individual to have access to classified data until the contracting officer or his authorized representative (a) shall have made an investigation and report on the character, associations, and loyalty of such individual and (b) shall have determined that permitting such person to have access to classified data will not endanger intelligence sources or methods or national defense or security.

There are certain other standard contract provisions which are set forth in the Appendix and which are a part of this agreement.

Without waiving any rights accruing to the Government under the foregoing provisions, the parties agree that all provisions relating to patents and inventions required by or appropriate to Federal Laws, Executive Orders and recognized government policies and practices, are hereby incorporated this agreement by reference.

The term "CIA" means Central Intelligence Agency or its duly authorized representative or representatives.

Your acceptance of this agreement and its terms should be indicated by signing the original and two copies of this letter. The original and one copy should be returned to us.

Sincerely,

ACCEPTED:

Name:

Firm:

Date:

Murray McConnell /s/
Contracting Officer
Deputy Director

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APPENDIX

The following provisions are part of the agreement:

1. Officials Not to Benefit — No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
2. Covenant Against Contingent Fees — The Contractor warrants that it has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the CIA the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees.
3. Anti-Discrimination — The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.
4. Assignment of Rights — Neither this contract nor any interest therein or claim thereunder shall be assigned or transferred by the Contractor to any party or parties.
5. Convict Labor — The contractor shall not employ any person undergoing sentence of imprisonment at hard labor.
6. Termination — The CIA may terminate this contract in whole or in part at any time.
7. Subcontracts — Except as authorized by the CIA, the contractor shall not subcontract any part of the work under this contract.
8. Patents — (a) Whenever any patentable discovery or invention is made by the Contractor in the course of the work called for in this contract, the Contractor shall furnish the CIA with complete information thereon, and CIA shall have the sole power to determine whether or not and where a patent application shall be filed, and to determine the disposition of the title to and the rights under any application or patent that may result. The judgment of CIA on such matters shall be accepted as final, and the Contractor agrees that he will execute all documents and do all things necessary or proper to carry out the judgment of CIA.

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